

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AFFLINK, LLC		08/09/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	625 Marquette Avenue		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55479		
Entity Type:	N.A.: CALIFORNIA		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	2710611	AFFLAB AFFILIATED LABORATORIES	
Registration Number:	2515332	AFFLINK	
Registration Number:	3124153	AFFCLEAN	
Registration Number:	2579853	AFFEX	
Registration Number:	2664030	AFFEX	
Registration Number:	3159514	AFFEX DELUXE	
Registration Number:	2726980	AFFLAB	
Registration Number:	2972283	AFFMAT	
Registration Number:	3587697	AFFPACK	
Registration Number:	3117704	AFFZORB	
Registration Number:	2666320	ALL HANDS	
Registration Number:	2659310	CLASSIC TOUCH	
Registration Number:	2657393	EC-DOX	
Registration Number:	3104447	ELITEHEALTH	

TRADEMARK

900199572

REEL: 004603 FRAME: 0389

OP \$665.00 2710611

Registration Number:	3272738	GREEN ORIGIN
Registration Number:	3268899	HALO
Registration Number:	3344615	ISYS
Registration Number:	2934467	NVIROMASTER
Registration Number:	2808433	PROTO CARE
Registration Number:	2995612	SAFETYLINK
Registration Number:	2717954	SELECTHEALTH
Registration Number:	2671881	TOUGH MASTER
Registration Number:	2666324	TRAFI CARE
Registration Number:	3679013	KUSTOM KARE
Serial Number:	77658608	AFFLINE
Serial Number:	85250716	ELEV8

CORRESPONDENCE DATA

Fax Number: (800)516-6304

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 614-280-3566

Email: james.murray@wolterskluwer.com

Correspondent Name: James Murray

Address Line 1: 4400 Easton Commons Way, Suite 125

Address Line 2: CT Lien Solutions

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Sakina Karkat
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Signature:	/Sakina Karkat/
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Date:	08/12/2011
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Total Attachments: 5

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

Trademark Security Agreement, dated as of August 9, 2011, by and between AFFLINK, LLC, a corporation formed under the laws of Delaware (the “Grantor”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Collateral Agent pursuant to the Amended and Restated Indenture dated as of August 9, 2011 (in such capacity, the “Grantee”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement of even date herewith (the “Security Agreement”) in favor of the Grantee pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Grantee, for the benefit of the Secured Parties, to enter into the Amended and Restated Indenture, the Grantor hereby agrees with the Grantee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Grantee for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the Trademarks of the Grantor including, without limitation, those items listed on Schedule I attached hereto and all Proceeds of any and all of the foregoing; provided that with respect to any Trademarks, applications in the United States Patent and Trademark Office to register Trademarks on the basis of any Grantor’s “intent to use” such Trademarks will not be deemed to be Collateral unless and until a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 5. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Grantee shall, at the reasonable request of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademarks listed on Schedule I attached hereto.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by telecopier or by electronic pdf copy of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

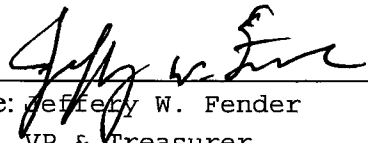
SECTION 7. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of August 9, 2011 (as amended, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Wells Fargo Bank, National Association (successor by merger to Wachovia Bank, National Association), as First Lien Agent, Wells Fargo Bank, National Association, as Collateral Agent, and Performance Food Group, Inc. (f/k/a Vistar Corporation) and certain of its affiliates. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

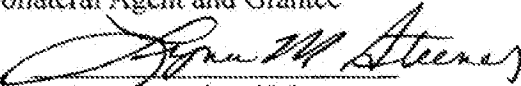
Very truly yours,

AFFLINK, LLC

By: 
Name: Jeffrey W. Fender
Title: VP & Treasurer

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent and Grantee

By: 

Name: Lynn M. Steiner
Title: Vice President

[Trademark Security Agreement: Afflink, LLC]

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Owner	Trademark	Registration No./Serial No.
AFFLINK, LLC	AFFLAB AFFILIATED LABORATORIES (and Design)	2,710,611
AFFLINK, LLC	AFFLINK (Stylized)	2,515,332
AFFLINK, LLC	AFFCLEAN	3,124,153
AFFLINK, LLC	AFFEX	2,579,853
AFFLINK, LLC	AFFEX	2,664,030
AFFLINK, LLC	AFFEX DELUXE	3,159,514
AFFLINK, LLC	AFFLAB	2,726,980
AFFLINK, LLC	AFFMAT	2,972,283
AFFLINK, LLC	AFFPACK	3,587,697
AFFLINK, LLC	AFFZORB	3,117,704
AFFLINK, LLC	ALL HANDS	2,666,320
AFFLINK, LLC	CLASSIC TOUCH	2,659,310
AFFLINK, LLC	EC-DOX	2,657,393
AFFLINK, LLC	ELITEHEALTH	3,104,447
AFFLINK, LLC	GREEN ORIGIN	3,272,738
AFFLINK, LLC	HALO	3,268,899
AFFLINK, LLC	ISYS	3,344,615
AFFLINK, LLC	NVIROMASTER	2,934,467
AFFLINK, LLC	PROTO CARE	2,808,433
AFFLINK, LLC	SAFETYLINK	2,995,612
AFFLINK, LLC	SELECTHEALTH	2,717,954
AFFLINK, LLC	TOUGH MASTER	2,671,881
AFFLINK, LLC	TRAFI CARE	2,666,324
AFFLINK, LLC	KUSTOM KARE	3,679,013
AFFLINK, LLC	AFFLINE	77/658608
AFFLINK, LLC	ELEV8	85/250716